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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.
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LM01/1224

EXAMINER

MEISLAHN, D

ART UNIT PAPER NUMBER

2767

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DATE MAILED: 12/24/98

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner of Patents and Trademarks

Office Action Summary

Application No.
08/949,525

Applicant(s)
Michael J. Wiener And Josanne M. Otway

Examiner
Douglas Meislahn

Group Art Unit
2767



- ☐ Responsive to communication(s) filed on _____.
- ☐ This action is **FINAL**.
- ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

A shortened statutory period for response to this action is set to expire 3 month(s), or thirty days, whichever is longer, from the mailing date of this communication. Failure to respond within the period for response will cause the application to become abandoned. (35 U.S.C. § 133). Extensions of time may be obtained under the provisions of 37 CFR 1.136(a).

Disposition of Claims

- ☒ Claim(s) 1-26 is/are pending in the application.
- Of the above, claim(s) _____ is/are withdrawn from consideration.
- ☐ Claim(s) _____ is/are allowed.
- ☒ Claim(s) 1-26 is/are rejected.
- ☐ Claim(s) _____ is/are objected to.
- ☐ Claims _____ are subject to restriction or election requirement.

Application Papers

- ☒ See the attached Notice of Draftsperson's Patent Drawing Review, PTO-948.
- ☒ The drawing(s) filed on Oct 14, 1997 is/are objected to by the Examiner.
- ☐ The proposed drawing correction, filed on _____ is ☐ approved ☐ disapproved.
- ☐ The specification is objected to by the Examiner.
- ☒ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. § 119

- ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d).
- ☐ All ☐ Some* ☐ None of the CERTIFIED copies of the priority documents have been
- ☐ received.
- ☐ received in Application No. (Series Code/Serial Number) _____.
- ☐ received in this national stage application from the International Bureau (PCT Rule 17.2(a)).

*Certified copies not received: _____.

- ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).

Attachment(s)

- ☒ Notice of References Cited, PTO-892
- ☐ Information Disclosure Statement(s), PTO-1449, Paper No(s). _____
- ☐ Interview Summary, PTO-413
- ☒ Notice of Draftsperson's Patent Drawing Review, PTO-948
- ☐ Notice of Informal Patent Application, PTO-152

--- SEE OFFICE ACTION ON THE FOLLOWING PAGES ---

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DETAILED ACTION

Oath/Declaration

1. The oath or declaration is defective. A new oath or declaration in compliance with 37 CFR 1.67(a) identifying this application by application number and filing date is required. See MPEP §§ 602.01 and 602.02.

The oath or declaration is defective because:

The full name of each inventor (family name and at least one given name together with any initial) has not been set forth. Josanne M. Otway's signature is defective because a complete first name is not present.

X It does not identify the post office address of each inventor. A post office address is an address at which an inventor customarily receives his or her mail and may be either a home or business address. The post office address should include the ZIP Code designation. It is possible that the post office address is present and the residence has been omitted.

X It does not state whether the inventor is a sole or joint inventor of the invention claimed. Specifically, "... one of the original and first joint ..." is unclear.

Drawings

2. The drawings are objected to because, on figure one, part 20 is not labeled. Correction is required.

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3. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(4) because reference character "24" has been used to designate both a secure on-line path and user login.

Correction is required.

4. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference sign(s) not mentioned in the description: 30, 34, 40, and 64.

Correction is required.

Applicant is required to submit a proposed drawing correction in reply to this Office action. However, formal correction of the noted defect can be deferred until the application is allowed by the examiner.

Claim Rejections - 35 USC § 112

5. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claims 1-26 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

7. Claim 26 recites the limitations "storage medium and stored program" in the first line.

X There is insufficient antecedent basis for this limitation in the claim. It is possible that this error arises from claim 26 depending from 19 instead of 21.

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Claims 1, 7, and 8 mention a “multi-client manager unit” in respectively the third, first and second, and second. This term is vague and indefinite. The examiner believes that a “multi-client manager unit” is equivalent to a server.

X The first step listed in claim 1, “. . . providing, . . . basis; . . .” is vague and indefinite because it is unclear whether the phrase “. . . that is selectable on a per client basis; . . .” modifies “. . . selectable expiry data . . .” or “. . . selectable private key expiry data . . .” or “. . . public key expiry data and selectable private key expiry data . . .”

In claim 1's seventh line, it is unclear what the prepositional phrases “. . . for association . . .” and “. . . with a new digital signature key pair; . . .” modify.

The ninth line of claim 1 uses the word “facilitate” which means, according to the tenth edition of Merriam Webster's Collegiate Dictionary, “to make easier : help bring about.” The preamble of claim 1 indicates a system for updating digital signature key pairs, not helping to bring about the updating of digital signature key pairs. Perhaps “facilitate” should be replaced with “affect” to dispel any ambiguity.

Claims 2-8 depend from claim 1, thereby inheriting its convoluted features.

The second claim is unclear. Rewrite it using more than one sentence if need be.

Claim 3 does not make sufficiently clear who or what is denied the privilege of updating the digital signature. Is it the client or the multi-client manager unit?

Claim 4 is confusing because it is unclear why a client would be responding to its own request by sending something.

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It is unclear in the final two lines of claim 4 how the phrase "... generating the digital signature key pair update request" fits with "... selected for the client ..." and "... selected public key expiry data ...". The examiner assumes that this idea could be more clearly expressed "... selected public key expiry data selected for the client who generated the digital signature key pair update request."

Claim 8 recites the limitation "client directory entry." This arrangement of nouns does not make any sense to the examiner.

Claim 9 mentions a "client manager unit" in the third line. This term is vague and indefinite. The examiner believes that a "multi-client manager unit" is equivalent to a server.

The first step listed in claim 9, "... providing, ... basis; ..." is vague and indefinite because it is unclear whether the phrase "... that is selectable on a per client basis; ..." modifies "... selectable expiry data ..." or "... selectable private key expiry data ..." or "... public key expiry data and selectable private key expiry data ...".

In claim 9's sixth and seventh lines, it is unclear what the prepositional phrases "... for association ..." and "... with a new digital signature key pair; ..." modify.

The ninth line of claim 9 uses the word "facilitate" which means, according to the tenth edition of Merriam Webster's Collegiate Dictionary, "to make easier : help bring about." The preamble of claim 9 indicates a system for updating digital signature key pairs, not helping to bring about the updating of digital signature key pairs. Perhaps "facilitate" should be replaced with "affect" to dispel any ambiguity.

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Claims 10-13 depend from claim 9, thereby inheriting its indistinct features.

The part of claim 10 dealing with associating is unintelligible. The object that the stored selected expiry data is to be associated with is not mentioned.

Claims 11-13 depend from claim 10, thereby inheriting its blurry descriptions.

The eleventh claim is unclear. Rewrite it using more than one sentence if need be.

Claims 12-13 depend from claim 11, thereby inheriting its inadequate descriptions.

Claim 12 does not make sufficiently clear who or what is denied the privilege of updating the digital signature. Is it the client or the multi-client manager unit?

Claims 14 and 17 mention a "multi-client manager means" in, for claim 14, the third and sixth lines and, for claim 17, the first line. This term is vague and indefinite. The examiner believes that a "multi-client manager means" is equivalent to a server.

The third through fifth lines in claim 14 are vague and indefinite because it is unclear whether the phrase "... that is selectable on a per client basis; ..." modifies "... selectable expiry data ..." or "... selectable private key expiry data ..." or "... public key expiry data and selectable private key expiry data ..."

In claim 14's seventh and eighth lines, it is unclear what the prepositional phrases "... for association ..." and "... with a new digital signature key pair; ..." modify.

The eleventh line of claim 14 uses the word "facilitate" which means, according to the tenth edition of Merriam Webster's Collegiate Dictionary, "to make easier : help bring about." The preamble of claim 14 indicates a system for updating digital signature key pairs, not helping

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to bring about the updating of digital signature key pairs. Perhaps "facilitate" should be replaced with "affect" to dispel any ambiguity.

Claims 15-20 depend from claim 14, thereby inheriting its hazy descriptions.

The fifteenth claim is unclear. Rewrite it using more than one sentence if need be.

Claim 16 does not sufficiently clarify who or what is denied the privilege of updating the digital signature. Is it the client or the multi-client manager unit?

Claim 17 depends from claim 16 and therefore inherit 16's flaws.

Claim 17 seems to be incomplete. It ends saying "... wherein the means for providing update privilege control." The said means for providing update privilege control needs to have a verb associated with it for this sentence to form a coherent idea.

Claim 18 is confusing because it is unclear why a client would be responding to its own request by sending something.

It is unclear in the final two lines of claim 18 how the phrase "... generating the digital signature key pair update request" fits with "... selected for the client ..." and "... selected public key expiry data ..." The examiner assumes that this idea could be more clearly expressed "... selected public key expiry data selected for the client who generated the digital signature key pair update request."

The fourth through sixth lines in claim 21 are vague and indefinite because it is unclear whether the phrase "... that is selectable on a per client basis; ..." modifies "... selectable

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expiry data . . .” or “. . . selectable private key expiry data . . .” or “. . . public key expiry data and selectable private key expiry data”

• In claim 21's seventh and eighth lines, it is unclear what the prepositional phrases “. . . for association . . .” and “. . . with a new digital signature key pair; . . .” modify.

• The tenth line of claim 21 uses the word “facilitate” which means, according to the tenth edition of Merriam Webster's Collegiate Dictionary, “to make easier : help bring about.” The preamble of claim 21 indicates a system for updating digital signature key pairs, not helping to bring about the updating of digital signature key pairs. Perhaps “facilitate” should be replaced with “affect” to dispel any ambiguity.

Claims 22-25 depend from claim 21, thereby inheriting its hazy descriptions.

• The twenty-second claim is unclear. Rewrite it using more than one sentence if need be.

• Claim 23 does not make sufficiently clear who or what is denied the privilege of updating the digital signature. Is it the client or the multi-client manager unit?

Claim 24 is confusing because it is unclear why a client would be responding to its own request by sending something.

• It is unclear in the final three lines of claim 24 how the phrase “. . . generating the digital signature key pair update request” fits with “. . . selected for the client . . .” and “. . . selected public key expiry data” The examiner assumes that this idea could be more clearly expressed “. . . selected public key expiry data selected for the client who generated the digital signature key pair update request.”

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Claim Rejections - 35 USC § 101

8. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

9. Claims 1-20 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. The examiner has read the specification and determined that the disclosed invention has a practical application in the technological arts. However, claims 1-20 merely manipulate abstract ideas without placing any limitation to a practical application.

Although claim 1 mentions that the first step transpires through a multi-client manager unit, it is unclear what does the storing and associating or where stuff is stored. The item doing the storing and associating must be mentioned.

Claims 2-8 depend from claim 1, thereby sharing its deficiencies.

Claim 9 mentions that the first step transpires through a client manager unit. However, it is unclear what does the storing and associating or where stuff is stored. This item must be referenced.

Claims 10-13 depend from claim 9, thereby sharing its flaws.

Claim 14 mentions that the first step transpires through a multi-client manager means. Yet, it is unclear what means store and associate. It is furthermore not clear where stuff is stored. This item or these items must be disclosed.

Claims 15-20 depend from claim 1, thereby sharing its deficiencies.

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Claims 3, 12, and 16 do not state what is providing variable update privilege control. This item must be revealed.

Claims 4 and 18 do not state what does the determining, receiving, or creating. This item or these items must be mentioned.

Claims 5 and 19 do not state what determines the digital signature private key lifetime end date or the digital signature certificate creation date. This item or these items must described.

Claims 6 and 20 do not explicitly say what provides a user interface. This item must be talked about.

Claim 8 does not specify what stores the certificate expiration message or where the client directory entry is located. These means need to be disclosed.

Claim 10 does not say what does the storing or associating. These means need to be mentioned.

Claim Rejections - 35 USC § 103

10. As a result of the convoluted nature of the claims, a formal rejection based upon prior art has not been attempted. However, the examiner believes that these references could be used to formulate a precise rejection: Elgamal et al., Dolphin, and Arnold.

Arnold and Elgamal et al. both present client-server systems similar to the one of the claimed invention. Dolphin discloses an interface where the client is able to select expiration dates for keys.

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Conclusion


Any inquiry concerning this communication or earlier communications from the examiner should be directed to Douglas Meislahn whose telephone number is (703) 305-1338. The examiner can normally be reached Monday-Thursday and every other Friday from 8:30 AM to 6:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tod Swann, can be reached at (703) 308-7791.

The fax number for Formal or Official faxes to Technology Center 2700 is (703) 308-9051 or 9052. Draft or Informal faxes for this Art Unit can be submitted to (703) 308-5357.

Any inquiry of a general nature or relating to the status of this application should be directed to the Group receptionist whose telephone number is (703) 305-3900.

DJM
December 18, 1998


ALLEN R. MACDONALD
SUPERVISORY PATENT EXAMINER
12-18-98